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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
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BARBARA OLSEN, DONALD OLSEN SR.,
DONALD OLSEN JR., and LONG ISLAND
HOUSING SERVICES, INC.,

Plaintiffs,

Civil Action No..
09-4283 (LDW)(ETB)

-against-

STARK HOMES, INC. D/B/A GLENWOOD
VILLAGE and BRIAN STARK,

Defendants.
-----X

**PLAINTIFFS' RESPONSES
TO DEFENDANTS'
STATEMENT PURSUANT
TO LOCAL RULE 56.1**

Pursuant to Local Rule 56.1 of the Civil Rules of this Court, Plaintiffs Barbara Olsen, Donald Olsen Sr., Donald Olsen, Jr. and Long Island Housing Services, Inc. set forth their responses to Defendants' Statement Pursuant to Local Rule 56.1.

1. Plaintiffs admit the statements in paragraph 1, except to note that the allegation concerning Barbara Olsen is not material as that claim has been withdrawn pursuant to a stipulation between the parties.
2. The statement in paragraph 2 does not accurately set forth the nature of the allegations of the complaint and plaintiffs refer the Court to the complaint itself for an accurate statement of plaintiffs' claims. (See Def. Ex. A)
3. Plaintiffs admit the statements in paragraph 3.
4. Plaintiffs object to the statement in paragraph 4 as the allegation concerning Barbara Olsen is not material as that claim has been withdrawn, and plaintiffs reject defendants' characterization of the reason for withdrawing that allegation.
5. Plaintiffs admit the statement in paragraph 5.

6. Plaintiffs admit the statement in paragraph 6, except to note that Donald Olsen, Jr. was diagnosed with major depression, had attempted to commit suicide, and was released from the hospital upon condition that he would move in with his parents. (See Pls. Ex. 1, Decl. of Barbara Olsen, ¶ 3; Pls. Ex. 3 Decl. of Donald Olsen, Jr., ¶¶1-3)

7. Plaintiffs object to and reject the statements in paragraph 7 as the defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d).

8. Plaintiffs object to and reject the statements in paragraph 8 as the defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d).

9. Plaintiffs admit to the statement in paragraph 9.

10(a). Plaintiffs object to and reject the statements in paragraph 10 that plaintiffs went looking to move after Donald Olsen's arrest, and that they were moving more than five miles away from Donald, Jr.'s accusers, as the defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d).

10(b). Plaintiffs assert that they sold their home located in Ridge because Barbara Olsen had trouble navigating the stairs, and the home was too large and expensive for the family to maintain if Donald Olsen, Sr. wanted to retire (B.Olsen decl., ¶ 2). The Olsens had been "talking about [purchasing a manufactured home at Glenwood Village] for a while." (Pls. Ex. 2 Donald Olsen, Sr. dep. p. 26-27).

11. Plaintiffs admit to the statements in paragraph 11.

12. Plaintiffs admit to the statements in paragraph 12.

13. Plaintiffs admit to the statement in paragraph 13.

13(a). Plaintiffs current rent is \$733.00 per month. (Olsen, Sr. dep., p 54)

14(a). Plaintiffs admit to the statements in paragraph 14.

14(b). The first time they met, prior to filling out an application, plaintiffs informed defendants' agent, Noreen Grossklaus, that they intended to reside with their adult son who was mentally disabled (B. Olsen decl., ¶ 5; Olsen, Sr. dep., pp. 29-30; Defendants Rule 56.1 statement, ¶¶ 18, 19; Affidavit of Noreen Grossklaus ¶ 4).

14(c). Plaintiffs also informed the real estate agent Pat Pidgeon of their plan to have Donald Olsen, Jr. reside with them (Olsen, Sr. dep., p. 29).

14(d). The Olsens did not add their son's name to the Glenwood application as there was no space on the application form for Donald Olsen, Jr.s' name. The only space on the form was for two people, a husband and a wife. (Pls. Ex. 4, Stark dep. p. 27; Defs. Ex. I).

14(e) Donald Olsen, Jr. was not going to be a purchaser of the unit, so plaintiffs did not think it was necessary to list his name on the application form. (B.Olsen decl., ¶ 8; Olsen, Sr. dep., pp. 34-35).

14(f). There was no intent to hide Donald Jr.s' potential residency from defendants. (Olsen, Jr. decl., ¶ 15). Brian Stark was made aware of the plaintiffs' accommodation request for Donald Olsen, Jr. to reside with his parents due to mental disability. (Stark dep., pp. 30, 32).

15. Plaintiffs admit the statements in paragraph 15, but note that Brian Stark testified that he runs his business according to the 80-20 rule, which requires that at least 80 percent of the housing units are occupied with at least one person over the age of 55. (Fair Housing Act, 42 U.S.C. 3607(b)(2); Stark dep., p. 12-14). Stark acknowledged that

20 percent of the units could be for individuals under the age of 55. (Stark dep., p. 14).

Stark also acknowledged that there are at least two Glenwood residents, Jonathan and Robert Cioffi, who are under 55 years of age. These residents do not conform with Stark's policies outlined under paragraph 15, as they are not "essential to the physical care or economic support of the Resident". (Stark dep., pp. 15-17). Testing conducted by LIHS reveals that defendants do not strictly adhere to a 55 and over age policy. (See pls. Ex. 6 decl. of Rita Simonetti, Ex. 7 decl. of Karen Shuker, Ex. 8 dep. of Wendy Warren, Ex. 9 decl. of Marian D. Reid).

16. Plaintiffs admit the statements in paragraph 16, except the statements that the plaintiffs did not report, or indicate, that Donald Olsen, Jr. was applying, or intending, to be a resident and that the application meant only Mr. and Mrs. Olsen would be occupying the mobile home. (see Plaintiffs' responses 14(a) through (f), above).

17. Plaintiffs object to the first sentence in paragraph 17 as the defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d). Plaintiffs admit that Stark Homes prepared a "Moving in Sheet" with information as described. Plaintiffs reiterate the objection to Defendant's characterization of the residents as only "Mr and Mrs. Olsen", as outlined under plaintiffs' responses 14(a) through (f) above.

18. Plaintiffs admit the statements in paragraph 18.

19. Plaintiffs admit the statements in paragraph 19, but note that Donald Olsen, Sr.'s statement that "the lady did not seem to have no problem with it" refers to Donald Olsen, Jr. residing with his parents. (Olsen, Sr. dep., p. 29).

20. Plaintiffs admit to the statements in paragraph 20.

21. Plaintiffs admit to the statements in paragraph 21

22. Plaintiffs admit to the statements in paragraph 22.

23. Plaintiffs admit to the statements in paragraph 23.

24. Plaintiffs admit to the statements in paragraph 24.

25(a). Plaintiffs object to and reject the statements in paragraph 25 because defendant Stark was aware of Donald Olsen, Jr.'s intent to reside with his parents. (See paragraphs 14(a) through (f) above). Stark contacted Barbara Olsen in order to request a letter inquiring whether Donald Olsen, Jr. could stay alone for short periods of time at Glenwood when Mr. and Mrs. Olsen were away without causing trouble. (See Defendant's 56.1 statement ¶¶ 22, 24)

25(b). Plaintiffs assert that Barbara Olsen spoke with Brian Stark prior to Donald Olsen, Jr. securing a letter from Doctor Romano. (B. Olsen decl., ¶ 9). Stark asked Barbara Olsen for a note reflecting whether Donald Olsen, Jr. could be left alone at Glenwood without causing trouble (B. Olsen decl., ¶ 10). Stark believed that Mr. and Mrs. Olsen went away often for vacation and left Donald Olsen, Jr. alone (Stark dep., pp. 39-40). Stark admits that the Romano letter was an inquiry into Donald Olsen, Jr.'s ability to be left alone at Glenwood for short periods of time at Glenwood when he testified as follows:

Q. At some point did you have an issue whether or not he could be left alone?

A. Probably later, yes. I am just trying to be truthful.

Q. This letter says "I understand that you have concerns regarding Mr. Olsen's ability to live on his own at Glenwood.", does that refresh

your recollection that you wanted a doctor's note to address the issue of whether or not he could live alone?

A. Yes.

Q. There was only one doctor's note from Dr. Romano; is that correct.

A. Yes.

Q. During the time that you were processing the application.

A. I only asked for one letter, yes. (Stark dep., p. 35-36).

25(c). After the parents' application had been approved, defendants admit that "Glenwood inquired about the extent of their son's alleged disability and whether he was safe, and the community was safe, were he to be left alone." (Defendants' Memorandum of Law in Support of the Motion, p. 2).

25(d). In response to Defendant Stark's request as set forth in paragraph 25(b), Donald Olsen, Jr. sought a letter from Dr. Romano addressing Stark's concern that he could stay alone for short periods of time at Glenwood. (B. Olsen decl., ¶ 11; Olsen, Jr. decl., ¶ 12).

25(e). Dr. Romano testified that when he wrote the letter, he believed "that I was responding to their concern that [Donald Olsen, Jr.] could not...live independently for short periods of time. But for lengthy periods, without his parents support at that time, I don't believe he could have done that." (Pls. Ex. 5, Romano dep. p. 67) Dr. Romano "believed I was responding...accurately to Glenwood Village at the moment". (Romano dep., p. 68).

25(f). Dr. Romano's letter clearly states that Donald Olsen, Jr. "is disabled" and that he "is diagnosed with Major Depression". (See Defendant's Exhibit M). The letter

clearly references that it is specifically written to address Stark's concerns "regarding Mr. Olsen's ability to live on his own **at Glenwood**. (Emphasis added, see Defendant's Exhibit M).

25(g). As the specific request came from Stark (see Plaintiffs' 25(b) above), there was no confusion about the intent and meaning of the letter. However, if he had been confused, Stark made no effort to discuss the issue or seek clarification. (B. Olsen decl., ¶ 12-13; Stark dep., pp. 44-45). Following the rejection, Stark refused to discuss the matter further with Barbara Olsen (B. Olsen decl., ¶ 13), and would not meet with Donald Olsen, Jr. (B. Olsen decl., ¶ 13; Olsen, Jr. decl., ¶ 14). In March of 2008, Long Island Housing Services, Inc. contacted Stark asking him to reconsider his decision to deny the reasonable accommodation (B. Olsen decl., ¶ 16; Stark dep., p. 48-50). Stark ignored this request, as well, despite the fact that the unit the Olsens wanted to purchase was available at that time and for "at least a year" following the February 5, 2008 rejection. (B. Olsen decl., ¶ 17; Stark dep., p. 45).

26. Plaintiffs object to and reject the statements in paragraph 26 as the defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d), except plaintiffs admit to the statements made in the last two sentences of paragraph 26. Plaintiffs reiterate their position under paragraphs 25(a) through (g), above.

27. Plaintiffs object to and reject the statements in paragraph 27 as the quotations do not accurately reflect the situation. See paragraphs 25(a) through (g) above.

28. Plaintiffs object to and reject the first sentence in paragraph 28 as the

defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d). Plaintiffs admit to the second sentence of paragraph 28.

29. Plaintiffs admit the statements in paragraph 29 and reiterate the position in paragraphs 25(a) through (g) above.

30. Plaintiffs admit the statements in paragraph 30 and reiterate the position in paragraphs 25(a) through (g) above.

31(a). Plaintiffs object to and reject the statements in paragraph 31 as page 29 of the Donald Olsen, Jr. deposition does not support the statement made by defendants.

31(b). Donald Olsen, Jr. dropped the letter from Dr. Romano in Glenwood's mailbox because the office was not open when he visited the site. (Olsen Jr. decl., ¶ 13).

31(c). Plaintiffs were not seeking residency for Donald Olsen, Jr. under Glenwood's Residency Agreement, Paragraph 9, but were instead seeking a reasonable accommodation to defendants' rules and policies (See Plaintiffs paragraphs 14(a) through (f) above, Defendant's Exhibit O (letter from M. Reid of LIHS)).

31(d). Plaintiffs made numerous attempts to further discuss the matter and clarify Donald Olsen Jr.'s needs, but defendant refused to engage in the interactive process to clarify the request for reasonable accommodation by the Olsens. (See Plaintiffs' paragraphs 25(g) above). Barbara Olsen attempted to set up a meeting between Donald Olsen, Jr. and Stark, but Stark refused. (B. Olsen decl., ¶ 13; Olsen Jr. decl, ¶ 14).

32. Plaintiffs admit the statements in paragraph 32, except Plaintiffs object to and reject the statement that Defendants' rejection was based on Donald Olsen, Jr.'s age. Plaintiffs maintain that the rejection was based on Stark's desire to avoid the "trouble"

that Stark perceived would arise from having another mentally disabled resident in Glenwood Village. (B. Olsen decl., ¶13).

33. Plaintiffs object to and reject the statements in paragraph 33, and reiterate the position in paragraphs 25(a) through (g), and 31(c).

34(a). Plaintiffs object to and reject the statements in paragraph 34 that defendants were not aware Donald Olsen Jr. was disabled because Stark was already aware of Donald Olsen Jr.'s disability (see Plaintiffs paragraphs 25(a) through (g)). Plaintiffs object to and reject the statements in paragraph 34 pertaining to Barbara Olsen's claim as those statements are immaterial because that claim has been withdrawn pursuant to a stipulation between the parties. Plaintiffs reject the statement in paragraph 34 that "the letter reinforced the fact that Mr. Olsen, Jr. did not suffer from a disability that required him to live with his parents at Glenwood's over-55 community, where he was ineligible to reside given his age" as the defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d), and the cited Exhibit O contradicts defendants' statement.

34(b) Donald Olsen, Jr. qualifies as a person with disability under the Fair Housing Act as he has "a physical or mental impairment which substantially limits one or more of such person's major life activities." (See Fair Housing Act, 42 USC 3602(h)). His continuing state of major depression prevents him for living a normal life. His divorce was a direct result of his depression and suicide attempts. His mental condition, particularly his states of anxiety, prevents him from taking employment. Instead, he spends his days at a mental health clinic where he attends groups and receives counseling. He continues to be on a daily regiment of medication, receives weekly

therapy, and is in need of residing with his parents. His depression has resulted in his being hospitalized three times since 2003. (Olsen Jr. decl, ¶¶ 2-10; Romano dep., p. 11-12).

35(a). Plaintiffs object to and reject the statement in paragraph 35 that Glenwood Village strictly enforces a policy requiring residents to be 55+ years of age as Stark has admitted to operating under the 80-20 rule and allowing individuals into the community under the age of 55 (See ¶ 15 above; See tester information in 35b, 35c & 35d below).

35(b). Testing conducted by plaintiff Long Island Housing Services (LIHS) revealed that Stark does not strictly enforce his age restriction. Based on a test conducted March 25, 2008, tester Rita Simonetti reported the following: “Noreen then introduced me to the owner, Brian Stark, who said he would show me available units. We left the office and as we approached the first unit I said to Mr. Stark that I was turning 55 in May and that my sister was only 49. I asked if this would be a problem. Mr. Stark responded that our ages would not be a problem. He said that they just do not want kids or babies because it is an adult community.” (See Pls. Ex. 6, Simonetti Declaration ¶ 4).

35(c). On March 28, 2008, LIHS tester Karen Shuker visited Glenwood to conduct a site test and inquire about purchasing a manufactured home. Ms. Shuker presented herself as a soon-to-be 53 year old woman. (Pls. Ex. 8, Karen Shuker declaration, ¶ 1). Ms. Shuker met with Defendant Stark, who showed her around the complex for approximately 45 minutes (Shuker decl., ¶¶ 2-3). Ms. Shuker made sure to mention that she was turning 53 years old, and was looking to purchase that May, as a birthday gift to herself, but Defendant Stark never made any mention of the age restriction or her need to wait until she was 55 years old to apply. (Shuker decl., ¶ 4)

35(d) On July 30, 2008, LIHS tester Wendy Warren visited Glenwood and portrayed herself as a single woman with a 40 year old mentally disabled daughter. (Pls. Ex. 7, Wendy Warren dep. pp. 10-11). Ms. Warren expressed interest in purchasing a unit for her and her adult daughter with mental disability. (Warren dep., p. 13). Ms. Warren discussed this need with Defendant Stark, who stated that he needed to meet the daughter before he could make a decision about whether they would be allowed to move in, because he had had an incident with a mentally disabled man running around the park naked. (Warren dep., p. 16).

36. Plaintiffs object to and reject the statement in paragraph 36 that the testers were “not serious buyers”, because as testers they were only inquiring as to Glenwood’s practices and Stark had no way of knowing whether or not they were serious buyers. Moreover, the defendants have failed to include a citation to supporting, admissible evidence as required by Local Rule 56.1(d), the citation provided does not support Defendants’ position. Plaintiffs reiterate their position in paragraphs 35(a) through (d) above.

37. Plaintiffs object to and reject the statements in paragraph 37 as immaterial to Defendants’ Motion for Summary Judgment.

Dated: New York, New York
March __, 2011

Respectfully submitted,

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Exhibit “1”

-----X
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X

BARBARA OLSEN, DONALD OLSEN SR.,
DONALD OLSEN JR., and LONG ISLAND
HOUSING SERVICES, INC.,

Plaintiffs,

-against-

STARK HOMES, INC. D/B/A GLENWOOD
VILLAGE and BRIAN STARK,

Defendants.
-----X

Civil Action No..
09-4283 (LDW)(ETB)

**DECLARATION OF
BARBARA OLSEN
IN OPPOSITION TO
MOTION FOR
SUMMARY JUDGMENT**

BARBARA OLSEN, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct to the best of my ability. I am one of the plaintiffs in the above matter and file this declaration in opposition to the defendants' motion for summary judgment.

1. In and about January 2008 my husband, Donald Olsen, Sr., and I began to look for new housing as we wished to move from the Ridge section of Suffolk County where they had been residing. Our son Donald Jr., who at the time was 42 years old, resided with us because he is mentally disabled and suffers from extreme episodes of depression and cannot live alone.

2. We decided to sell our Ridge home because I was having trouble navigating the stairs in the house and the home was too large and expensive to maintain if and when my husband decides to retire.

3. Donald Jr. has lived with us since 2004 when he was released from a hospital in Columbus Ohio where he had been living. He had been hospitalized after a suicide

attempt and he was released on the condition he had some place to go to where he would not be alone. His marriage had broken up and my husband and I were his only option.

4. As part of our housing search we inspected modular units for sale at Glenwood Village, a mobile park community consisting of hundreds of manufactured or modular homes. The Glenwood Village development is purported to be an age-restricted 55 and older community.

5. In January 2008, my husband and I met with a sales agent for Glenwood Village named "Noreen". I informed Noreen that we were interested in a doublewide unit which would be for me, my husband and our 42 year old mentally disabled son. At the time I was 63 years old and my husband was 65 years old.

6. We were also shown units by Patricia Pidgeon of Little Bay Realty. Ms. Pidgeon was also informed of Donald Jr.'s age and disability and that he was to live with us.

7. On or about January 19, 2008, my husband and I entered into a sales agreement to purchase a mobile unit situated at Glenwood from its owner, John Martin. The Martin unit was located on lot #250 in the Park. The agreement provided that the purchase price was \$145,000, that the deal was to be an all cash transaction, and that the anticipated closing was to take place on or about March 1, 2008. The sales agreement stated that the purchase was contingent on "Park Approval." A copy of this agreement is attached to Defendants 56.1 Statement, Exh. D.

8. My husband and I completed and submitted a Glenwood Village application for rental of lot #250. Defendants' 56.1 Statement, Exh. J. We did not list our son on the application as there was no space on the application designated for us to do so and it

did not occur to us to list him as Donald Jr. was not going to be a purchaser. Contrary to defendant Stark's claim, we had no intention of hiding the fact that our son would be living with us. We had informed Noreen of our intention, a fact she acknowledges in her affidavit. Affidavit of Noreen Grossklaus in Support of Defs' Motion, at ¶ 4.

9. After filing the application, I was contacted by defendant Stark who inquired about Donald Jr.'s disability. I told defendant Stark that our son was 42 years old and that he is disabled due to a mental illness. I also stated that our son needed to live with us as he was suffering from major depression. I explained that our son attended a day program and that he also saw a therapist each week.

10. During this conversation it came up that my husband and I have gone on vacations without our son. Defendant Stark then asked if our son was able to stay in the house alone without causing trouble. I responded that he was able to stay alone without any difficulties. Defendant Stark then requested that we provide a letter from Donald Jr.'s psychiatrist stating that he would be able to live by himself if my husband and I went on a trip and that he would not put any other residents at Glenwood in danger. This request makes clear that defendant Stark was aware of Donald Jr.'s disability.

11. In response to defendant Stark's request, we provided him with a letter dated January 31, 2008 from Dr. Jeffrey P. Romano, a clinical psychologist working with Donald Jr. at the Opti-HealthCare DTC in Riverhead N.Y. Dr. Romano confirmed that Donald Jr. had been diagnosed with Major Depression and was disabled. Nonetheless, Dr. Romano stated that Donald Jr. was capable of staying alone at Glenwood. Defendants 56.1 Statement, Exh. M.

12. The next thing that occurred was that I received a letter dated February 5, 2008, from defendant Stark in which he notified me that Glenwood was denying our request for residency for our son. Defendants 56.1 Statement, Exh. N. Defendant Stark referred to Glenwood's purported policy that all residents must be 55 or older to reside in Glenwood unless the under age resident is necessary for the physical care or economic support of the senior resident. The letter also stated that management reserved "the right to reject any resident who does not qualify under the community's age restriction." Defendant Stark did not mention Dr. Romano's letter or that he was interpreting the note in a manner that Donald Jr. did not have to live with us.

13. Shortly after receiving this rejection letter, I telephoned defendant Stark and asked him to reconsider his decision and to meet with me and Donald Jr. Defendant Stark stated that he had made up his mind and he would not change his decision. Defendant Stark stated that my husband and I could come to Glenwood but Donald Jr. could not, because he did not need "that kind of trouble" and he had the right to pick and choose whomever he wanted in his Park. At no time during this conversation did defendant Stark mention the Romano letter.

14. I recognize that in my deposition I testified that I had one conversation with defendant Stark. I was confused. I had two conversations with him; one when he asked me to get the medical note and one when I called after receiving the rejection letter.

15. On or about February 27, 2008 Donald Jr. contacted Long Island Housing Services (LIHS) and requested its assistance with respect to what we perceived to be discrimination by defendant Stark based on Donald Jr.'s disability. LIHS is the principal fair housing advocacy and counseling organization on Long Island. LIHS

representatives agreed to assist us in an effort to reverse defendant Stark's rejection of our application to live at Glenwood.

16. On March 4, 2008, Marian Reid, LIHS's senior fair housing investigator, wrote Defendant Stark and asked him to allow us to purchase the unit in question and move into the Park with Donald, Jr. Defendants 56.1 Statement, Exh. O. Ms. Reid wrote that this request was based on the need for a reasonable accommodation because of Donald Jr.'s disability and cited the related Fair Housing obligations. I am advised that defendant Stark did not respond to this letter.

17. When Ms. Reid wrote to defendant Stark, the mobile home we contracted to purchase was still available and we were still interested in living there.

18. LIHS also undertook testing activity by sending testers to Glenwood Village to pose as persons interested in residing there. I am advised that these tests established that the defendants do not adhere to a strict requirement that residents of the Park be 55 or older.

19. Also, defendant Stark testified that Glenwood is operated according to the 80/20 rule that requires that at least 80 percent of the developments units be occupied by at least one person over the age of 55. Under this rule 20 percent of the units could be for persons under the age of 55. (Stark Dep. p. 14). Since my husband and I are over 55, Donald Jr. living with us would not even effect the 20 percent limitation.

20. Furthermore, defendant Stark testified that he has at least two current residents, Jonathan and Robert Cioffi, who are under 55 years of age. The Coiffis' residency does not conformed to Stark's claimed strict 55 age policy as they are not

essential to the physical care or economic support of the senior resident. (Stark Dep. pp. 15-17).

21. This all confirms that defendant Stark did not reject our son based on his age, but rather because of his mental disability. He admitted as much to me when he said he did not need this kind of trouble at Glenwood, referring to Donald Jr. Apparently, defendant Stark has had a troubling incident with a mentally challenged resident who was seen running around the Park naked. See Exh. 7, Wendy Warren Deposition.

22. In addition, even if Glenwood adhered to a strict rule that every resident had to be over 55 (except for care givers), defendant Stark was obligated to wave this rule when we requested a reasonable accommodation for Donald Jr.

Dated: March __, 2011
Central Islip, New York

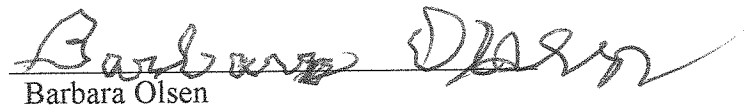

Barbara Olsen

Exhibit “2”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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BARBARA OLSEN, DONALD OLSEN, SR., DONALD
OLSEN, JR. and LONG ISLAND HOUSING SERVICES,
INC.,

Plaintiffs,

-against-

STARK HOMES, INC. d/b/a GLENWOOD VILLAGE and
BRIAN STARK,

Defendants.

-----x
640 Johnson Avenue
Bohemia, New York
May 25, 2010
10:08 a.m.

DEPOSITION of DONALD OLSEN, SR., one of the
Plaintiffs herein, taken by the Defendants, pursuant
to Stipulation and held at the above time and place
before Lori Charlwood, a stenotype reporter and
Notary Public of the State of New York.

**CERTIFIED
TRANSCRIPT**

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D. Olsen, Sr.

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that prevents her from driving?

A Yes. She mentioned about the heart and the doctor said she would be all right for driving.

Q She talked to her doctor about it?

A She went to motor vehicles, she got a note from a doctor and brought it into the doctor.

Q As far as you know, there is no restriction on her license?

A No.

Q Did there come a time, Mr. Olsen, that you decided or you and Mrs. Olsen decided to seek or attempt to purchase a manufactured home at Glenwood Village?

A Yes, we did.

Q Was that your decision and Mrs. Olsen's decision or someone else's?

A Both of ours.

Q Was Mr. Green also going to participate in that purchase?

A Not at that one, no.

Q When did that decision occur?

A We have been talking about it for a while. I guess when we were renting the house, we come too close to the end of the lease and wanted to

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D. Olsen, Sr.

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find something. Cannot afford a house no more.
Wanted something with low maintenance. I am getting
ready to retire some year and thought it would be a
good deal and seemed to have everything there at
Glenwood.

Q Did you look at any other place besides
Glenwood?

A No. She had some friends at Glenwood
that she liked and they had a, like, clubhouse there,
swimming pool.

Q So you liked it as a possibility?

A It was nice.

Q You had visited friends there before?

A My wife has.

Q How about you?

A No. I have been through there.

Q How did you go about finding a place or
at least investigate the possibility of moving to
Glenwood Village?

A My wife had gone to the office and spoke
to -- I think Noreen was her name.

Q This was something that Mrs. Olsen told
you?

A Yes. And then Lou Bay Realty let us

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D. Olsen, Sr.

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know -- we have a contact with them because we dealt with them before. And they had some mobile in there so we went, took a look at a couple of them.

Q You went too?

A Yes.

Q How many units did you look at?

A Three or four of them.

Q Did you go on one day or more than one day?

A We went, I believe, on two days and kept going back to this one.

Q You decided to buy?

A Yes.

Q When you finally made the decision on which unit you were going to buy, what happened, what did you do next?

A We told the realtor that we are interested in the house, that we would like to put a deposit down on it. I found a few little things in the trailer, that mobile home that had to be fixed prior to us doing anything. She spoke to Noreen on the phone and she said they would take care of all that.

Q Did you sign an agreement with the

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D. Olsen, Sr.

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seller to buy?

A With the realtor.

Q With the realtor?

A Yes.

Q What about with the seller?

A They spoke to the seller, the seller went along with it. He lived out of state.

Q Did you have a lawyer representing you in this transaction?

A No.

Q Did you ever go to Glenwood's office?

A Yes, we did.

Q How many times did you go, you personally?

A I went once with the wife.

Q What happened when you went to Glenwood's office?

A We spoke to Noreen, told her that we are very interested in the house and we told her that our son would like to come in with us. We had spoken to the realtor lady and mentioned about our son, that he has a mental disability. She did not think there would be any problem with it.

When we went into the office at the

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D. Olsen, Sr.

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time, the lady did not seem to have no problem with it, Noreen.

Q What did you tell Noreen?

A We told them that we would like to move in. We have a son that is handicapped, has a mental disability and we would like to move in there.

Q What did Noreen say to you?

A She said that would be up to -- I forget what his name is, the owner.

Q Brian Stark?

A Brian Stark. She would have to bring that discussion up with him. He was not there at the time.

Q Did that happen the first time that you went to Glenwood Village?

A No, second or third.

Q How many times did you personally go?

A I went three times.

Q So this happened on the third time?

A Third time. That is when we decided to buy the house and told the realtor we wanted the house and there were a couple of things -- she gave us a sheet of paper and we gave a deposit of \$25,000.

Q I am going to show you a piece of paper,

D. Olsen, Sr.

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Q Was that the only time you stopped at the office for yourself, as far as yourself?

A Yes.

Q You say you spoke to Noreen and Mrs. Olsen was there with you?

A Yes.

Q Could you describe Noreen for me?

A I believe she had blonde hair. I did not pay much attention. She seemed pleasant.

Q Was Donald, Junior with you?

A Donald stayed out in the car.

Q Was there a reason that he stayed out in the car?

A He wanted us to talk business. He felt like he did not have to be there.

Q I notice that Donald, Junior is not listed on this application, is there a reason that he is not listed on the application?

A No, not that I know of. I don't know why he is not on there. We are the buyers of it here, he was not going to be one of the buyers on this here.

Q Is that the reason or are you just speculating?

1 D. Olsen, Sr.

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2 A I would say that is the reason. I don't
3 know.

4 Q Earlier you described the conversation
5 that you had with Noreen and a reference that you
6 made to Donald. Do you remember anything else about
7 that conversation?

8 A Not off the top of my head, no, sir.

9 Q Did you make any notes or record of that
10 conversation to refresh your memory?

11 A No, sir. I did not think I had to.

12 Q Did you look at anything prior to coming
13 here today to refresh your memory about this case?

14 A I looked at our statement that we gave.

15 Q If you look at the part of the
16 application that says vehicles, there are three
17 vehicles listed.

18 Do you own three cars?

19 A We have three cars. My son owns a
20 vehicle, my wife drives, and I use the van for work.

21 Q Is there an Ion in your son's name?

22 A I am not sure.

23 Q You have two references to Barbara
24 Mayor --

25 A Yes.

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D. Olsen, Sr.

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Q Where did your cruise go?

A We went to Puerto Rico, Labadee and
St. Martinique.

Q Prior to that vacation, where was the
vacation that you took prior to 2009, if any?

A We went down to Florida, to Orlando.

Q Where?

A Orlando.

Q How long did you spend in Orlando?

A A week, one week.

Q Did Mrs. Olsen go with you?

A Yes.

Q Did anybody else go with you?

A Yes, my son went with me.

Q Did you go to Disney World?

A Yes.

Q How many days did you spend at Disney
World?

A We were down there for a week, seven
days.

Q Every day?

A Yes.

Q Did you drive to Florida?

A No, flew down.

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D. Olsen, Sr.

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the place where you are living now?

A Yes.

Q Is that where that application is?

A Yes.

Q Does Mr. Green have a place in North
Carolina?

A South Carolina.

Q Have you visited that place?

A No, sir.

Q You've never been there?

A I was there one time, I had to pick him
up and take him to Vermont. He has cancer.

Q When was that?

A 2000.

Q Do you know how much it costs you to
live at the place where you live now?

A Right now \$726, I believe.

Q Who do you pay that \$726 to?

A To Morgan, who is the owner of Thurms.

Q In addition to the \$726, do you pay any
taxes?

A That is all included.

Q Everything is included?

A Yes, sir.

Exhibit “3”

EASTERN DISTRICT OF NEW YORK

-----X
UNITED STATES DISTRICT COURT

BARBARA OLSEN, DONALD OLSEN SR.,
DONALD OLSEN JR., and LONG ISLAND
HOUSING SERVICES, INC.,

Plaintiffs,

-against-

STARK HOMES, INC. D/B/A GLENWOOD
VILLAGE and BRIAN STARK,

Defendants.
-----X

Civil Action No..
09-4283 (LDW)(ETB)

**DECLARATION OF
DONALD OLSEN, JR.
IN OPPOSITION TO
MOTION FOR
SUMMARY JUDGMENT**

DONALD OLSEN, JR., pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct to the best of my ability. I am one of the plaintiffs in the above matter and file this declaration in opposition to the defendants' motion for summary judgment.

1. Beginning in approximately 2002 I became aware that I was suffering from major depression. I became nonfunctional and a business that I owned and operated deteriorated to the point that I was forced to close it down. At this time I was living in Columbus Ohio with my wife and child.

2. In 2003 and 2004 I was hospitalized in Columbus for major depression and suicidal tendencies. My last hospitalization in Columbus was in May 2004 when I was admitted for severe depression and a threat of suicide. At this time my wife left me and I had no place to live. Upon my discharge from the hospital in June 2004, I was told by my doctors that it would be dangerous and unacceptable for me to live alone. The only option open to me at that time was to move in with my parents in New York.

3. I therefore moved to my parents' home in the Ridge section of Long Island. I have continued to live with my parents ever since.

4. I was hospitalized again in October 2007 at the Pilgrim Psychiatric Center for depression and thoughts of suicide.

5. I continue to suffer from bouts of severe depression and anxiety and I have periodic thoughts of suicide. When these bouts occur I tend to isolate myself. It is therefore necessary for me to live with others who can monitor my mood swings and serve as a support group when these bouts occur.

6. It is necessary for me to be medicated on a daily basis. I therefore take 200 milligrams of sertraline, a drug which is designed to stabilize my mood swings; I take 100 milligrams of vistaril which is to control for anxiety; and I take 200 milligrams of lamictal which is also a mood stabilizer. I have been on sertraline since 2003, lamictal since 2007 and vistaril since 2008.

7. Because of my condition, particularly my states of anxiety, I cannot hold a job and my sole income is from Social Security Disability which I have been receiving since November 2004. My advocating and lobbying over mental health issues in Albany was on a volunteer basis and was part of my program at the Synergy Center, a Riverhead mental health facility.

8. I did get a paying job in September 2010 lobbying on health issues. However, I found the job was too stressful and anxiety producing for me and I was forced to give it up in January 2011.

9. I go to the Synergy Center daily for counseling and to attend support groups.

10. I meet with my psychologist, Jeffrey Romano, once a week. Dr. Romano is affiliated with the Opti-HealthCare in Riverhead, an out-patient mental health clinic. I have been seeing Dr. Romano since October 2006. I also see on a monthly basis my psychiatrist, Dr. Michael Manella. Dr. Manella, who is also with Opti-HealthCare, prescribes and monitors my medications.

11. My continuing state of major depression prevents me from living a normal life. My divorce was a direct result of my depression and suicide attempts. My mental condition prevents me from taking employment and instead, I spend my days at a mental health clinic. I must take strong medications daily. My condition also prevents me from living independently and, as a result, I continue to reside in my parents' home. My parents serve as essential support system for me.

12. After my parents applied for permission to move into the Glenwood Village development, my mother told me she had had a conversation with defendant Stark in which he requested we provide him with a note from my doctor. The note was to address whether I would be able to stay alone in the Glenwood home if my parents were to go away for short periods of time.

13. I therefore asked Dr. Romano if he would write the note and he said he would. I told Dr. Romano that the note should state that if my parents went somewhere, I would be able and it would be okay for me to be on my own at Glenwood during the time they were away. I concluded that the note Dr. Romano wrote responded to Mr. Stark's inquiry.

14. My parents asked me to deliver the note to Glenwood. When I went there the office was closed and I put the note in the office mail box.

15. After my mother received a letter dated February 5, 2008 from defendant Stark stating that I could not live at Glenwood, my mother and I agreed that we should make attempt to have defendant Stark change his position. We agreed that she should call him and ask that he meet with me. We felt that if Mr. Stark met me, he would see that I would not pose any problem for the Park. Shortly thereafter, my mother told me she had spoken to Mr. Stark and that he had said his decision was final and did not want to meet me.

16. The defendants attempt to make an issue out of the fact that when my parents delivered a document to Glenwood, I did not go into the office with them, but rather I stayed in the car. They simply told me that they were dropping off something and they would be just a minute. There was no intent to hide me from Glenwood management.

17. I understand that defendant Stark has acknowledged in his deposition that James Cioffi is under 55 years of age and that he resides at Glenwood with his mother. I know James Cioffi as he also is a participant at Synergy.

Dated: March __, 2011
Central Islip, NY

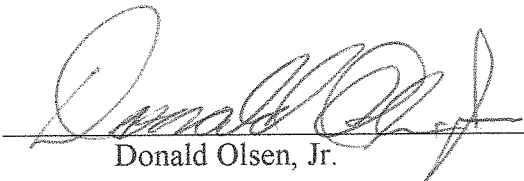

Donald Olsen, Jr.

Exhibit “4”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x
BARBARA OLSEN, DONALD OLSEN, SR., DONALD
OLSEN, JR. and LONG ISLAND HOUSING SERVICES,
INC.,

Plaintiffs,

-against-

STARK HOMES, INC. d/b/a GLENWOOD VILLAGE and
BRIAN STARK,

Defendants.

-----x
640 Johnson Avenue
Bohemia, New York
June 10, 2010
10:06 a.m.

DEPOSITION of WILLIAM BRIAN STARK, sued herein
as BRIAN STARK, one of the Defendants herein, taken
by the Plaintiffs pursuant to Notice and held at the
above time and place before Lori Charlwood, a
stenotype reporter and Notary Public of the State of
New York.

**CERTIFIED
TRANSCRIPT**

1	W. Stark	10	1	W. Stark	12
2	Q	It is an outdoor pool?	2	Q	What document in the file would do that?
3	A	Correct.	3	A	The lease.
4	Q	Do you have any recreation center on the	4	Q	The application is not dated?
5		premises?	5	A	The application is dated but generally
6	A	Yes, we do.	6		the application is filled out prior to actually
7	Q	Could you describe that for me?	7		moving in.
8	A	Recreation center at Glenwood is	8	Q	There would be a time lapse?
9		approximately 6,000 square feet. We have a meeting	9	A	Generally there is a time lapse, yes.
10		room, a fitness center, a game room, a kitchen and a	10	Q	Do you pull the file from the active
11		library.	11		files when somebody moves out?
12	Q	This recreation center is opened to all	12	A	Yes.
13		residents?	13	Q	Under your system you have files of 520
14	A	Yes.	14		current residents?
15	Q	The fitness center, how large is that?	15	A	Correct.
16	A	It is probably comprised of about a	16	Q	You said it is a fifty-five and older
17		thousand square feet of that space.	17		community. What standard do you use?
18	Q	That is an exercise facility; is that	18	A	We follow the HUD guidelines.
19		correct?	19	Q	That is the eighty percent of the
20	A	Correct.	20		units -- you tell me what the HUD guideline is.
21	Q	How many employees do you have at	21	A	We have to have people in the homes who
22		Glenwood Village?	22		are fifty-five or over to eighty percent of the
23	A	We have ten full-time employees and	23		current population.
24		eight seasonal employees.	24	Q	At least one person?
25	Q	The full-time take care of maintenance?	25	A	That's right.

1	W. Stark	11	1	W. Stark	13
2	A	Yes.	2	Q	You're operating under that regulation?
3	Q	Seasonal take care of gardening?	3	A	Correct.
4	A	Correct, more maintenance, lifeguards.	4	Q	I previously marked as Exhibit 1 a
5	Q	I want to ask you some questions	5		letter from your attorney to New York State Division
6		concerning your filing system and record keeping.	6		of Human Rights. I want to ask you a question
7	A	Okay.	7		(handing).
8	Q	Do you have a file on each resident?	8		I highlighted something on the first
9	A	Yes.	9		page. It says, "Glenwood Village was established as
10	Q	What is in the file?	10		an over fifty-five community in accordance and
11	A	Generally when a resident comes in they	11		compliance with town and state laws. Its restriction
12		are required to fill out an application for	12		over fifty-five resident follows from a comprehensive
13		residency. They have to produce a copy of a photo	13		zoning plan adopted by the Town of Riverhead is
14		ID, generally a driver's license. They have to have	14		consistent with the zoning ordinance and was
15		a completed residency agreement and guidelines for	15		developed and maintained in the best interest of its
16		living. And they have to have a credit check. Those	16		residents and the town's general welfare."
17		are the documents.	17		Do you know what the zoning ordinance
18	Q	Are there records kept of their rental	18		says with respect to your property?
19		payments or is that separate?	19	A	The town's zoning ordinance?
20	A	Rental payments are in that file --	20	Q	Yes.
21		rental payments are kept separately on a QuickBooks	21	A	No, I don't.
22		program.	22	Q	Do you understand that you are in
23	Q	Does the file indicate when the person	23		compliance with the zoning when you are operating
24		first occupied space?	24		under the HUD fifty-five standard?
25	A	Yes.	25	A	I understand the law, the federal laws

<p>1 W. Stark 14</p> <p>2 preemptive of the local building codes.</p> <p>3 Q Would you look at Page 4 of this</p> <p>4 letter. I have highlighted a statement.</p> <p>5 "It is undisputed that Glenwood Village</p> <p>6 is intending to and is operated for occupancy by</p> <p>7 persons fifty-five years of age or older and at least</p> <p>8 eighty percent of occupied units are occupied by at</p> <p>9 least one person who is fifty-five years of age or</p> <p>10 older."</p> <p>11 That statement is in conformance with</p> <p>12 what you just testified to; is that correct?</p> <p>13 A Yes.</p> <p>14 Q Twenty percent of the units could be</p> <p>15 with people under fifty-five?</p> <p>16 A That's right.</p> <p>17 Q Isn't it a fact that you have tenants</p> <p>18 that are under fifty-five?</p> <p>19 A Yes.</p> <p>20 Q Do you know how many?</p> <p>21 A To my knowledge, there are two.</p> <p>22 Q In the entire development?</p> <p>23 A Right.</p> <p>24 Q How do you know that?</p> <p>25 A They are on my lease.</p>	<p>1 W. Stark 16</p> <p>2 A No.</p> <p>3 Q Who are the two that you know that are</p> <p>4 under fifty-five?</p> <p>5 A Their last name is Cioffi, C-I-O-F-F-I.</p> <p>6 Q Is there somebody over fifty-five in</p> <p>7 that unit as well?</p> <p>8 A Yes.</p> <p>9 Q Is that the mother?</p> <p>10 A Yes.</p> <p>11 Q Are you referring to Jonathan Cioffi?</p> <p>12 A Yes.</p> <p>13 Q Who is the second?</p> <p>14 A I believe his brother Robert.</p> <p>15 Q When did the Cioffis move in?</p> <p>16 A I am not sure but I believe it was early</p> <p>17 '90s.</p> <p>18 Q And Jonathan Cioffi moved in in the</p> <p>19 early '90s?</p> <p>20 A Yes.</p> <p>21 Q How old was he at that time?</p> <p>22 A I don't know.</p> <p>23 Q Do you know how old he is now?</p> <p>24 A No.</p> <p>25 Q But you know he is under fifty-five?</p>
<p>1 W. Stark 15</p> <p>2 Q Have you checked all of the applications</p> <p>3 to see whether or not there are others who may be</p> <p>4 under fifty-five?</p> <p>5 A Not recently.</p> <p>6 Q So it is your testimony that in the</p> <p>7 entire complex of 520 units, there are only two</p> <p>8 people who are under fifty-five years of age living</p> <p>9 in your development?</p> <p>10 A Yes.</p> <p>11 MR. CIARELLI: Who are authorized</p> <p>12 residents?</p> <p>13 THE WITNESS: Who are authorized</p> <p>14 residents, yes, that is correct.</p> <p>15 Q What do you mean by authorized</p> <p>16 residents?</p> <p>17 A That they have signed the lease.</p> <p>18 Q Are there times when people bring in</p> <p>19 younger people to live with them?</p> <p>20 A Yes.</p> <p>21 Q And do they inform you of this?</p> <p>22 A Sometimes.</p> <p>23 Q Are you aware of younger people living</p> <p>24 there when you have not been informed of the lease</p> <p>25 holder of that fact?</p>	<p>1 W. Stark 17</p> <p>2 A Yes.</p> <p>3 Q What were the circumstances under which</p> <p>4 they moved in?</p> <p>5 A I believe they moved in with a request</p> <p>6 by their parents at the time. I believe both parents</p> <p>7 were alive, that they had disabilities which would,</p> <p>8 under the rules, allow them to live there.</p> <p>9 Q What rules?</p> <p>10 A The rules of my lease and the rule of</p> <p>11 operating a fifty-five and over community.</p> <p>12 Q Jonathan was disabled?</p> <p>13 A That is correct.</p> <p>14 Q What is his disability?</p> <p>15 MR. CIARELLI: I just want to bring</p> <p>16 up the fact that this might call for</p> <p>17 disclosure of health information and I don't</p> <p>18 know that my client is authorized by the</p> <p>19 Cioffis to divulge that. Maybe we can deal</p> <p>20 with this in some other way.</p> <p>21 Do you have an authorization from</p> <p>22 them?</p> <p>23 Q I show you what has been marked as</p> <p>24 Exhibit 2, it is a medical note from Vishni Seodat,</p> <p>25 S-E-O-D-A-T, V-I-S-H-N-I, East End Family Practice</p>

1	W. Stark	26	1	W. Stark	28
2	son?		2	describe --	
3	A To my knowledge, Pat Pigeon did not make		3	Q What happened as a result of the application	
4	Noreen aware of that fact.		4	coming to your attention?	
5	Q How do you know that?		5	A We ran a credit check, which I believe	
6	A Because I don't think Noreen would have		6	came back okay. I reviewed it and I was ready to	
7	started the transaction knowing that someone that did		7	approve it.	
8	not meet the terms of the lease was going to occupy		8	Q At this point did you know about the	
9	the home.		9	Olsens intending to have their son live with them?	
10	Q You don't know for a fact that the		10	MR. CIARELLI: At which point?	
11	Olsens had not told -- that Pigeon had not told		11	Q When you were ready to approve it.	
12	Noreen of that, that the Olsens' son would be living		12	A I only had this and the credit report	
13	there?		13	and a contract to go on and I was ready to approve	
14	MR. CIARELLI: Objection to the form.		14	it.	
15	You can answer.		15	Q Can you answer my question?	
16	THE WITNESS: Do you want me to answer		16	Were you aware at this point that the	
17	it?		17	Olsens intended to have their son live with them?	
18	MR. CIARELLI: It really is the same		18	A No, I was not.	
19	question that was already answered.		19	Q Noreen did not tell you that the Olsens	
20	A Ask me the question again.		20	were intending to have their son live with them?	
21	Q You don't know for a fact that Pigeon		21	MR. CIARELLI: Objection to form.	
22	did not tell Noreen that the Olsens' son would be		22	Q You may answer.	
23	living with --		23	MR. CIARELLI: You can answer it.	
24	A Noreen would not have started the		24	A I got something in writing on my desk	
25	paperwork if Pat Pigeon had told her that.		25	with information to back it up that they were	

1	W. Stark	27	1	W. Stark	29
2	Q You are familiar with Plaintiffs'		2	eligible to live subject to the terms of my lease.	
3	Exhibit 4, which is the application (handing)?		3	Does that answer your question?	
4	A Yes, I am familiar with that. Just		4	MR. BELLMAN: Read back my question.	
5	Barbara and Donald are on the application.		5	(Question read back by the reporter as	
6	MR. CIARELLI: There is no question.		6	requested.)	
7	Q Where on the application would the		7	A Not when this was put on my desk.	
8	Olsens had listed their son?		8	Q At some point you learned that the	
9	There is no space, is there, for it,		9	Olsens were going to want their son to live with	
10	correct?		10	them?	
11	A There is no space for the son.		11	A Subsequent to them filing this residency	
12	Q There is no space for anyone other than		12	application I found out.	
13	two people; is that correct?		13	Q How did you find out?	
14	A That is correct.		14	A The information on this was false.	
15	Q According to your testimony, Noreen		15	MR. CIARELLI: How did you find out	
16	could not approve this application on her own; is		16	was the question.	
17	that correct?		17	A I found out they filled out a false	
18	A That is correct.		18	application when verbally Noreen was informed by	
19	Q And it came to you?		19	either Pat Pigeon or the Olsens, I am not sure	
20	A That is correct.		20	who, that they intended to move in a nonfifty-five	
21	Q What action did you take with respect to		21	resident.	
22	this application?		22	Q How did you learn this?	
23	A What action did I take?		23	A It was either through Pat Pigeon or	
24	MR. CIARELLI: You mean in general or		24	through Noreen or Mrs. Olsen informed Noreen. Again,	
25	any specific time? You just want him to		25	I am not sure who informed Noreen but Noreen then	

<p>1 W. Stark 30</p> <p>2 told me.</p> <p>3 Q Donald Olsen, Senior has testified at</p> <p>4 these depositions that he filled out this application</p> <p>5 and he did it in the Martin unit and gave it to</p> <p>6 Noreen, at which time he told her of the intent to</p> <p>7 have their son live with them.</p> <p>8 Do you have any information to</p> <p>9 contradict that testimony?</p> <p>10 A I never saw Donald Olsen fill out any</p> <p>11 application.</p> <p>12 Q I did not say that you did.</p> <p>13 A Yes, you did.</p> <p>14 MR. CIARELLI: I object to the form.</p> <p>15 He already testified that Noreen would</p> <p>16 not have processed the application if she</p> <p>17 knew that there was a child living with</p> <p>18 them. To the extent that is contradictory.</p> <p>19 If you are assuming there is anything</p> <p>20 else, then he can answer the question.</p> <p>21 Q It is clear that at some point you</p> <p>22 learned that the Olsens wanted their son to live with</p> <p>23 them?</p> <p>24 A Yes.</p> <p>25 Q When was that?</p>	<p>1 W. Stark 32</p> <p>2 A Just that he was not fifty-five.</p> <p>3 Q Did she tell you that he was disabled</p> <p>4 and had to live with his parents?</p> <p>5 A I am not sure who told me that he was</p> <p>6 disabled, it was either Noreen or the mother,</p> <p>7 Mrs. Olsen. But I believe again -- this is two years</p> <p>8 hazy recollection but I believe Noreen told me that</p> <p>9 he was disabled but it could have been Barbara.</p> <p>10 Q Did you learn that he had to live with</p> <p>11 them because of his disability?</p> <p>12 A I think I was told that he had to live</p> <p>13 with them by Mrs. Olsen.</p> <p>14 Q Did you meet with Mrs. Olsen or did you</p> <p>15 have a telephone conversation with her?</p> <p>16 A Telephone conversation.</p> <p>17 Q How did that come about?</p> <p>18 A I think I had told Noreen to call them</p> <p>19 and tell them that there was a problem with their</p> <p>20 application, false application and that she,</p> <p>21 Mrs. Olsen, should talk to me about her situation.</p> <p>22 Q Did Mrs. Olsen call you?</p> <p>23 A Yes.</p> <p>24 Q What point in time did this conversation</p> <p>25 occur?</p>
<p>1 W. Stark 31</p> <p>2 A Subsequent to them filing out a false</p> <p>3 application.</p> <p>4 Q What is false about the application?</p> <p>5 A They misrepresented their intention with</p> <p>6 the occupancy of the unit.</p> <p>7 Q What should they have filled in on the</p> <p>8 application?</p> <p>9 A They should have put everyone who was</p> <p>10 going to live in the home.</p> <p>11 Q How long after this application was</p> <p>12 filed did you learn of the Olsens' intention to have</p> <p>13 their son move in?</p> <p>14 A It was probably inside a week.</p> <p>15 Q Did you learn from Noreen that the</p> <p>16 Olsens were going to have their son move in with</p> <p>17 them?</p> <p>18 A Yes.</p> <p>19 Q What did she tell you?</p> <p>20 A I believe she said that the Olsens</p> <p>21 filled out a false application and that the</p> <p>22 information on the application for residency was</p> <p>23 incorrect, that they desired to have their son live</p> <p>24 with them.</p> <p>25 Q Did she tell you anything about the son?</p>	<p>1 W. Stark 33</p> <p>2 A Again, it was probably inside a week of</p> <p>3 the contract being signed, probably the end of</p> <p>4 January of '08.</p> <p>5 Q What contract, the sales contract?</p> <p>6 A The one you produced here, yes.</p> <p>7 Q Tell me everything that you recall about</p> <p>8 that conversation with Mrs. Olsen.</p> <p>9 A I think from what I can recall,</p> <p>10 Mrs. Olsen was asking me to consider her son as a</p> <p>11 disabled person and that I should relax my rules in</p> <p>12 this case because of the disability. So I inquired</p> <p>13 about what the disability was and I did not have the</p> <p>14 professional experience to say, you know, whether he</p> <p>15 was disabled or not. So I asked her for a doctor's</p> <p>16 note, doctor's letter.</p> <p>17 Q Didn't she tell you that he had a mental</p> <p>18 illness and had to live with them?</p> <p>19 A Yes, that is what she said.</p> <p>20 Q Did she tell you that he goes to a day</p> <p>21 program for special care?</p> <p>22 A I believe she did inform me of that at</p> <p>23 that time.</p> <p>24 Q Isn't it a fact that she told you he</p> <p>25 sees a therapist each week?</p>

<p>1 W. Stark 34</p> <p>2 A She may have told me that.</p> <p>3 Q Do you recall whether she told you that?</p> <p>4 A No.</p> <p>5 Q Wasn't there a discussion with her</p> <p>6 whether she leaves him alone at times when they go on</p> <p>7 vacation?</p> <p>8 A I don't know if she revealed that to me</p> <p>9 at that time.</p> <p>10 Q Isn't it a fact that the doctor's note</p> <p>11 you asked for was to address whether he was able to</p> <p>12 be left alone or not?</p> <p>13 A The doctor's note that I asked for was</p> <p>14 evidence of his disability.</p> <p>15 Q And not whether he could be left alone?</p> <p>16 MR. CIARELLI: Objection to the form.</p> <p>17 You can answer.</p> <p>18 Q Let me put it this way, you did not also</p> <p>19 ask that the doctor's note address the issue of</p> <p>20 whether Donald, Junior could be left alone?</p> <p>21 A I was seeking to determine his -- if</p> <p>22 there was a disability involved. So the answer to</p> <p>23 that is no.</p> <p>24 Q You were not inquiring whether he could</p> <p>25 be left alone?</p>	<p>1 W. Stark 36</p> <p>2 A I only asked for one letter, yes.</p> <p>3 Q Did you not conclude from reading</p> <p>4 Dr. Romano's medical note that Donald Olsen, Junior</p> <p>5 did not qualify as a disabled person?</p> <p>6 MR. CIARELLI: Objection to the form.</p> <p>7 Are you asking from a psychological</p> <p>8 prospective in connection with his duties</p> <p>9 as a --</p> <p>10 MR. BELLMAN: However --</p> <p>11 MR. CIARELLI: -- vice president of --</p> <p>12 He cannot answer from a psychological</p> <p>13 prospective.</p> <p>14 MR. BELLMAN: However he concluded</p> <p>15 that.</p> <p>16 A I concluded from this letter that</p> <p>17 Donald, Junior did not meet the criteria of our lease</p> <p>18 for fifty-five and over community.</p> <p>19 Q Did you conclude that he was not</p> <p>20 disabled?</p> <p>21 A I can't pass judgement on that.</p> <p>22 Q I show you what has been marked as</p> <p>23 Plaintiffs' Exhibit 8 (handing).</p> <p>24 It is a letter from your attorney</p> <p>25 written May 21, 2010 to Judge Orenstein in this</p>
<p>1 W. Stark 35</p> <p>2 A I was inquiring about just at that point</p> <p>3 whether he was disabled or not.</p> <p>4 Q At some point did you have an issue of</p> <p>5 whether or not he could be left alone?</p> <p>6 A Probably later, yes. I am just trying</p> <p>7 to be truthful.</p> <p>8 Q I have marked as Plaintiffs' Exhibit 6 a</p> <p>9 letter from Dr. Jeffrey Romano to Glenwood Village</p> <p>10 dated January 31, '08 (handing).</p> <p>11 Are you familiar with this document?</p> <p>12 A Yes, I have a copy.</p> <p>13 Q This letter says, "I understand that you</p> <p>14 have concerns regarding Mr. Olsen's ability to live</p> <p>15 on his own at Glenwood."</p> <p>16 Does that refresh your recollection that</p> <p>17 you wanted a doctor's note to address the issue of</p> <p>18 whether or not he could live alone?</p> <p>19 A Yes.</p> <p>20 Q There was only one doctor's note from</p> <p>21 Dr. Romano; is that correct?</p> <p>22 A Yes.</p> <p>23 MR. CIARELLI: As of what time?</p> <p>24 Q During the time that you were processing</p> <p>25 the application.</p>	<p>1 W. Stark 37</p> <p>2 case. I have marked on the second page in the second</p> <p>3 full paragraph -- third full paragraph,</p> <p>4 Mr. and Mrs. Olsen presented a letter dated October 31,</p> <p>5 2008 from a Dr. Romano, a psychologist, who indicated</p> <p>6 that although he is disabled, it is my clinical</p> <p>7 opinion that defendant had no choice but to</p> <p>8 conclude -- my clinical opinion is that Mr. Olsen can</p> <p>9 live independently without question.</p> <p>10 Then the letter states, based on that</p> <p>11 opinion, defendant had no choice but to conclude that</p> <p>12 Donald Olsen, Junior did not qualify as a disabled</p> <p>13 person.</p> <p>14 Do you agree with that statement?</p> <p>15 MR. CIARELLI: Objection to the form.</p> <p>16 First of all, that letter is not</p> <p>17 October 31, 2008. I think it is January.</p> <p>18 MR. BELLMAN: It is May 21st.</p> <p>19 MR. CIARELLI: The letter referred to</p> <p>20 from Dr. Romano. The question raises all</p> <p>21 kinds of issues concerning attorney/client</p> <p>22 communication.</p> <p>23 You are asking whether he agrees with</p> <p>24 that statement, okay, either yes or no.</p> <p>25 A Well, he did not meet the terms of our</p>

1	W. Stark	38	1	W. Stark	40
2	lease.		2	A I found that out either from Mrs. Olsen	
3	Q That is not the question.		3	or Noreen, one of the other, but I was aware of that.	
4	Do you agree with the statement that		4	Q You were aware that they went south for	
5	based on Dr. Romano's opinion, that defendants had no		5	months?	
6	choice but to conclude that Donald Olsen, Junior did		6	A Yes.	
7	not qualify as a disabled person?		7	Q You learned that either from Mrs. Olsen	
8	A He was not essential to the physical		8	or from Noreen?	
9	care and economic support of his parents. That is I		9	A Yes.	
10	am reading Page 4, section nine of my lease. So he		10	Q The Olsens had testified that they never	
11	did not meet the criteria of my lease.		11	go for months to the south.	
12	MR. BELLMAN: Read back my question.		12	A That is what they told me.	
13	(Question read back by the reporter		13	Q She told you this?	
14	as requested.)		14	A Noreen or the Olsens. It was either	
15	A I don't know if I can answer that		15	said to Noreen or to me but that situation you are	
16	question. He did not meet the terms of my lease.		16	referring to came to my attention.	
17	MR. CIARELLI: He is also not		17	Q Did you ask her about that in your	
18	qualified to answer that question.		18	conversation with her?	
19	A I am not qualified to answer that		19	A Yes.	
20	question. I can't.		20	Q What did she say?	
21	MR. CIARELLI: In addition, I have		21	A She said they go away.	
22	an objection to the basis it is attorney's		22	Q I show you what has been marked as	
23	advocacy and argument based on the facts. It		23	Plaintiffs' Exhibit 7 (handing).	
24	is not necessarily a factual statement that		24	Are you familiar with this document?	
25	the person, that the witness should be able		25	A Yes.	

1	W. Stark	39	1	W. Stark	41
2	to contradict or accept. It is advocacy.		2	Q It is dated February 5, 2008?	
3	You are saying that the letter is a		3	A Yes.	
4	fair interpretation of the letter supporting		4	Q This was written after you received	
5	the defendants' position in this case. That		5	Dr. Romano's note?	
6	is all that she is saying in this letter.		6	A Yes.	
7	I think it is unfair to ask the		7	Q In your own words, tell me why you	
8	witness to adopt it or not adopt it because		8	rejected the Olsens.	
9	it is not a factual statement -- it is not a		9	A Based upon a false application and based	
10	statement of fact, I should say, but an		10	upon the fact that there was a resident who did not	
11	argument.		11	qualify for residency under the terms of our lease.	
12	Q In the paragraph above it says,		12	Q Didn't he qualify on the basis of his	
13	"Mrs. Olsen then advised the defendants that Donald		13	disability?	
14	Olsen suffered from depression. He was employed but		14	MR. CIARELLI: Objection to the form.	
15	had experienced a violent episode at work."		15	A He didn't qualify under the criterias of	
16	Did she tell you that?		16	my lease. These are the two sections I cited.	
17	A Not to my knowledge, no.		17	Q When you wrote this letter of rejection,	
18	Q Did you ever hear, prior to this letter,		18	you were aware that the Olsens were claiming their	
19	that Donald Olsen had experienced a violent episode		19	son had to live with them because of depression and	
20	at work?		20	his disability; is that correct?	
21	A No.		21	A Yes.	
22	Q Then the letter continues in that they		22	Q You have before you Dr. Romano's letter	
23	went south for months in the winter leaving their son		23	which stated that Donald, Junior suffered from major	
24	to live on his own.		24	depression and was disabled.	
25	Did she tell you that?		25	MR. CIARELLI: In addition to other	

1	W. Stark	42	1	W. Stark	44
2	things in the letter.		2	my decision, yes.	
3	A Right.		3	Q You told her that your decision was	
4	Q Yet, you concluded he was not disabled?		4	final?	
5	A I concluded he didn't -- he wasn't		5	A Correct.	
6	essential to physical care and economic support of		6	Q Do you recall having a conversation with	
7	the resident.		7	her at that time where you asked her whether she went	
8	Q But as a reasonable accommodation to the		8	away and left Donald, Junior alone and she told you	
9	Olsens, he would not qualify at your residence at		9	that he was capable of being alone for limited	
10	your complex?		10	periods?	
11	MR. CIARELLI: Objection to the form.		11	A Again, I found out they were going away	
12	A No, he wouldn't qualify.		12	from the home for protracted periods of time either	
13	Q Are you familiar with the concept of		13	through Mrs. Olsen or through Noreen, I am not sure	
14	reasonable accommodation?		14	which.	
15	MR. CIARELLI: Objection to the form.		15	Q Do you recall telling her that she and	
16	Is that a legal concept under the ADA?		16	her husband could come but her son could not?	
17	A I can't answer that.		17	A I believe again, based upon the	
18	Q I thought you operated under the 8020		18	application that I reviewed, it was an acceptable	
19	standard --		19	application. The nature of the application changed	
20	A Yes.		20	once they introduced a resident who would not comply	
21	Q -- where up to twenty percent of the		21	with the terms of my lease.	
22	units can be occupied by people under fifty-five?		22	Q But do you recall saying that Mr. and	
23	A I do.		23	Mrs. Olsen could come but not Donald, Junior?	
24	Q So why did you reject Donald, Junior?		24	A That essentially is what that statement	
25	A Because he did not meet the terms of my		25	means, yes.	

1	W. Stark	43	1	W. Stark	45
2	lease.		2	Q Did you also say I do not need that kind	
3	Q Do you reject all people under		3	of trouble?	
4	fifty-five?		4	A I don't recall saying that.	
5	A No.		5	Q Did Mrs. Olsen offer to have you meet	
6	Q Other than the Cioffis, have you had		6	her son?	
7	people request to bring in people under fifty-five?		7	A I don't recall if she offered that.	
8	A Yes.		8	Q But she may have?	
9	Q What do you do?		9	A She may have.	
10	A We allow them to come in if they are		10	Q When did the Martin unit get sold?	
11	meeting the criteria of our lease.		11	A I am not sure.	
12	Q Because of the care and economic support		12	Q Do you have any idea how long after	
13	of the resident, is that the only circumstance?		13	this?	
14	A Yes.		14	A It was at least a year.	
15	Q Did you receive a call from Mrs. Olsen		15	Q Another year passed before Martin was	
16	after you had sent the rejection letter?		16	able to sell his unit?	
17	A Yes.		17	A I believe so, yes.	
18	Q Could you tell me the substance of that		18	Q Can you tell me what the rental cost	
19	conversation?		19	today is on that site?	
20	A No.		20	A \$459 a month.	
21	Q You don't recall?		21	Q Does that include taxes?	
22	A Correct.		22	A No.	
23	Q Do you recall that Mrs. Olsen asked to		23	Q Do you know how much the taxes are?	
24	meet with you to discuss your decision?		24	A Taxes will vary depending upon the	
25	A I believe she wanted to further discuss		25	circumstances of the owners of the home. I am not	

<p>1 W. Stark 46</p> <p>2 sure what the full assessment is, but approximate tax</p> <p>3 on that house is approximately \$300, a full tax bill.</p> <p>4 Q Are you familiar with this document</p> <p>5 (handing)?</p> <p>6 A Yes.</p> <p>7 Q What is a moving-in document?</p> <p>8 A The moving-in document is a document</p> <p>9 supplied by Stark Homes to residents who are moving</p> <p>10 in to make their move in easier.</p> <p>11 Q At what point in the process was this</p> <p>12 issued?</p> <p>13 A Noreen probably gave it to them at the</p> <p>14 time she gave them the application for residency.</p> <p>15 Q This says taxes at the time were \$99,</p> <p>16 have they gone up?</p> <p>17 A Yes. Again, I was going off the top of</p> <p>18 my head on a home of that nature. They have gone up</p> <p>19 a little so they are -- taxes could be quoted for</p> <p>20 what the tax bill that the Martins had at the time.</p> <p>21 Because the way taxes work on manufactured housing is</p> <p>22 you pay the tax bill with the home, so the Martins</p> <p>23 may have had a Star credit or other credit on their</p> <p>24 tax bill that they avail themselves of which reduce</p> <p>25 their taxes.</p>	<p>1 W. Stark 48</p> <p>2 A Yes.</p> <p>3 Q At this point the Olsens were still</p> <p>4 interested in purchasing the Martin home; is that</p> <p>5 correct?</p> <p>6 MR. CIARELLI: Objection to the form.</p> <p>7 A The letter seems to indicate that</p> <p>8 desire, yes.</p> <p>9 Q The unit had not sold at this point?</p> <p>10 A Correct.</p> <p>11 Q On the second page third paragraph, it</p> <p>12 states that, "Therefore this letter is to serve as a</p> <p>13 request for reasonable accommodation and that you</p> <p>14 allow Mr. and Mrs. Olsen to rent lot 250 at Glenwood</p> <p>15 Village and also to permit Donald, Junior to reside</p> <p>16 at Glenwood Village with his parents."</p> <p>17 When you received this, did you have an</p> <p>18 understanding as to what was meant by "reasonable</p> <p>19 accommodation" under the law?</p> <p>20 A The Olsens did not meet the criteria of</p> <p>21 my lease so I did not respond to the letter.</p> <p>22 Q Did you make an effort to find out what</p> <p>23 was meant by "reasonable accommodation"?</p> <p>24 A No.</p> <p>25 Q Were you represented by counsel at this</p>
<p>1 W. Stark 47</p> <p>2 Again, I am not sure what the full tax</p> <p>3 bill on that home is or was.</p> <p>4 Q Can you find out?</p> <p>5 A Sure, I can let you know.</p> <p>6 MR. BELLMAN: If we leave a space in</p> <p>7 the deposition, you will fill in the amount</p> <p>8 of taxes.</p> <p>9 MR. CIARELLI: Recognize that it is</p> <p>10 dependent on the eligibility for exception</p> <p>11 that the current residents might have.</p> <p>12 MR. BELLMAN: Most of the elderly are</p> <p>13 entitled to Star.</p> <p>14 THE WITNESS: I can give you a full</p> <p>15 assessment on the home.</p> <p>16 MR. CIARELLI: You want a full</p> <p>17 assessment on the home?</p> <p>18 MR. BELLMAN: Yes.</p> <p>19 (INSERT)</p> <p>20 Q I show you what has been marked as</p> <p>21 Plaintiffs' Exhibit 9. It is a letter from Long</p> <p>22 Island Housing Services to you. It is marked Brian</p> <p>23 Stake but obviously the intent was to be Brian Stark</p> <p>24 (handing).</p> <p>25 Do you recall receiving this letter?</p>	<p>1 W. Stark 49</p> <p>2 point?</p> <p>3 A I don't know. I am not sure if I</p> <p>4 retained counsel at this point. I probably hadn't</p> <p>5 because --</p> <p>6 Q This was before the complaint was filed</p> <p>7 with the State Division so you were not represented</p> <p>8 by counsel?</p> <p>9 A That is correct.</p> <p>10 Q The letter cites the various statutes</p> <p>11 and regulations to support the claim of reasonable</p> <p>12 accommodations; is that correct?</p> <p>13 A Yes. In this letter it cites the</p> <p>14 disability act and some other fair -- yes, it does.</p> <p>15 Q It says it is unlawful to refuse to make</p> <p>16 reasonable accommodations in rules, policies,</p> <p>17 practices or services when such accommodation may be</p> <p>18 necessary to afford a person with a disability an</p> <p>19 equal opportunity to use and enjoy a dwelling.</p> <p>20 Did you read that at the time you</p> <p>21 received the letter?</p> <p>22 A Yes.</p> <p>23 Q But you did not respond?</p> <p>24 MR. CIARELLI: Objection to the form.</p> <p>25 A I think I faxed this to my lawyer.</p>

<p>1 W. Stark 50</p> <p>2 Q Was there any reason why you did not</p> <p>3 respond to the letter?</p> <p>4 MR. CIARELLI: Objection to the form.</p> <p>5 A I referred to counsel.</p> <p>6 Q I show you what is marked as Plaintiffs'</p> <p>7 Exhibit 10. It is a test narrative by Rita Simonetti</p> <p>8 (handing).</p> <p>9 Do you recall meeting with Rita</p> <p>10 Simonetti?</p> <p>11 A No.</p> <p>12 Q Would you take a minute and read this</p> <p>13 narrative report.</p> <p>14 (Witness complying.)</p> <p>15 A Okay.</p> <p>16 Q On Page 3 of the report Rita Simonetti</p> <p>17 writes, I reminded him that -- she was discussing her</p> <p>18 movement around the Village with you at the time.</p> <p>19 That I was turning fifty-five in May and that my</p> <p>20 sister was only forty-nine and asked if that was a</p> <p>21 problem. He said, no, that was fine, just that they</p> <p>22 don't want young kids or babies because it was an</p> <p>23 adult community.</p> <p>24 But he did say that in some cases there</p> <p>25 might be younger people only because they have to</p>	<p>1 W. Stark 52</p> <p>2 my lease.</p> <p>3 Q What you told Rita Simonetti differs</p> <p>4 from that?</p> <p>5 MR. CIARELLI: Objection to the form.</p> <p>6 Argumentative. He does not recall</p> <p>7 speaking to Rita Simonetti.</p> <p>8 A I have no recollection.</p> <p>9 Q Is it possible that you had this</p> <p>10 conversation with Rita Simonetti?</p> <p>11 MR. CIARELLI: Objection to the form.</p> <p>12 A That is speculation.</p> <p>13 Q Is it possible that you had such a</p> <p>14 conversation?</p> <p>15 A I don't know. It is speculation.</p> <p>16 MR. CIARELLI: He does not recall.</p> <p>17 A I don't recall. I don't recall Rita</p> <p>18 Simonetti at all.</p> <p>19 Q If you had told this to Rita Simonetti,</p> <p>20 it would differ from what you had testified to here</p> <p>21 today as being your policy; is that correct?</p> <p>22 A All residents need to meet the criteria</p> <p>23 of this lease that I have codified.</p> <p>24 Q What Rita Simonetti reports is different</p> <p>25 from that; is that correct?</p>
<p>1 W. Stark 51</p> <p>2 take care of their elderly parents or family.</p> <p>3 Do you recall saying that?</p> <p>4 A No, I don't know recall meeting Rita</p> <p>5 Simonetti.</p> <p>6 Q Would you tell an applicant who wanted</p> <p>7 to move in with a forty-nine year old sister that</p> <p>8 that would be all right?</p> <p>9 MR. CIARELLI: Objection to form.</p> <p>10 Calls for speculation.</p> <p>11 A I don't want to speculate about that.</p> <p>12 Q What was your answer?</p> <p>13 A I would rather not speculate.</p> <p>14 MR. BELLMAN: Read back my question.</p> <p>15 (Question read back by the reporter as</p> <p>16 requested.)</p> <p>17 Q You can answer that question.</p> <p>18 MR. CIARELLI: The answer calls for</p> <p>19 speculation.</p> <p>20 A I would rather not speculate on a</p> <p>21 hypothetical.</p> <p>22 Q Is it possible that you would approve</p> <p>23 such an application?</p> <p>24 MR. CIARELLI: Objection to the form.</p> <p>25 A All residents need to meet the terms of</p>	<p>1 W. Stark 53</p> <p>2 MR. CIARELLI: What is on the</p> <p>3 statement is different from that?</p> <p>4 MR. BELLMAN: Yes.</p> <p>5 A Again, Rita Simonetti is not my</p> <p>6 resident.</p> <p>7 Q Can you answer my question?</p> <p>8 MR. CIARELLI: Note my objection to</p> <p>9 the form.</p> <p>10 A Yes, it is.</p> <p>11 Q Do you want the question read back?</p> <p>12 A I don't know what you are asking.</p> <p>13 MR. BELLMAN: Read the question back.</p> <p>14 (Question read back by the reporter as</p> <p>15 requested.)</p> <p>16 Q Different from your policy.</p> <p>17 MR. CIARELLI: Just note my</p> <p>18 objection.</p> <p>19 The problem is it assumes that A, Rita</p> <p>20 Simonetti's testimony is truthful. B, that</p> <p>21 this was a policy that is reflected in her</p> <p>22 testimony. And if you are comparing this</p> <p>23 policy and reflecting it against her</p> <p>24 statement with the defendants' policy, you</p> <p>25 know, it is just --</p>

Exhibit “5”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x
BARBARA OLSEN, DONALD OLSEN, SR., DONALD
OLSEN, JR. and LONG ISLAND HOUSING SERVICES,
INC.,

Plaintiffs,

-against-

STARK HOMES, INC. d/b/a GLENWOOD VILLAGE and
BRIAN STARK,

Defendants.
-----x

737 Roanoke Avenue
Riverhead, New York
November 9, 2010
2:22 p.m.

VIDEOTAPED DEPOSITION of JEFF ROMANO, a
Non-Party Witness in the above-entitled caption,
taken by the Defendants and Plaintiffs, pursuant to
Subpoena, and held at the above time and place before
Lori Charlwood, a stenotype reporter and Notary
Public of the State of New York.

**CERTIFIED
TRANSCRIPT**

1 J. Romano

2 A No. I know that that person is there
3 for therapy and then I make the determination as to
4 what I will be doing with the individual after a few
5 sessions.

6 Q Did there come a time that you made such
7 a determination for Mr. Olsen?

8 A Yes.

9 Q What was that determination?

10 A Based on the diagnosis and my
11 interaction with Mr. Olsen, I determined that he was
12 depressed and I would be treating him for depression.

13 Q Did you develop a treatment plan for
14 that depression?

15 A Yes.

16 Q What was that treatment plan?

17 A Individual therapy, weekly individual
18 therapy.

19 Q When you say "diagnosis," who achieved
20 the diagnosis?

21 A I don't know. I don't know who did the
22 initial diagnosis. It was there when I got the case.

23 Q Do you know what the diagnosis was?

24 A Major depression.

25 Q Do you know what the DSM number is?

1 J. Romano

2 A 311 -- I'm sorry, I can't tell you off
3 the top of my head.

4 Q Would it refresh your recollection to
5 say it was 296.32?

6 A That makes sense, yes.

7 Q Are you familiar with the DSM diagnosis
8 296.52?

9 A I can't tell you off -- I can't without
10 it in front of me.

11 Q Do you know who achieved the diagnosis
12 of major depression under DSM 296.52?

13 A I don't know initially, no.

14 Q Would you expect that was his diagnosis?

15 A Yes.

16 Q What happened at the session, at the
17 treatment session on October 14th?

18 A Of which year?

19 Q 2010.

20 A He and I discussed, according to my
21 notes here, he discussed a job that he received
22 through NYAPRS which is an ethnicity group or mental
23 health. He was given a position with them and was
24 very excited but that was my last contact with him.

25 Q What did you understand that position to

1 J. Romano

2 to explain myself a little bit more. I don't
3 remember the date of that letter.

4 Q I will show you that letter in a
5 minute.

6 Was it the fact of the second letter
7 that caused you -- when you were asked to do the
8 second letter, was that the first time that you
9 realized that this letter was inaccurate?

10 A I believe so.

11 Q As far as you knew, when you wrote this
12 letter in January of '08, you thought it was -- you
13 believed it was accurate?

14 A I believed I was responding to the
15 Glenwood Village accurately at the moment.

16 Q As Donald Olsen related their request to
17 you?

18 A Yes.

19 Q Do you recall when for the first time
20 you were told that it wasn't responsive to what was
21 being asked?

22 A I don't recall exactly but I believe it
23 was the date of the second letter.

24 MR. CIARELLI: We will mark the
25 second letter then as Exhibit C.

1 J. Romano

2 (Letter dated 3/5/09 was marked as
3 Defendants' Exhibit C for Identification
4 as of this date.)

5 Q What was the circumstance surrounding
6 the writing of the second letter?

7 A I don't recall exactly.

8 Q Do you remember who, if anyone, asked
9 you to write the second letter?

10 A I believe Don did, Don asked me.

11 Q Did he ask you questions that you should
12 respond to? What did he say to you?

13 A I don't recall honestly.

14 Q Was it your intention at that time to
15 provide the information that was being requested by
16 Mr. Olsen?

17 A I believe it was my intention to give a
18 clearer picture of the history of his depression how
19 it affected his life over the years.

20 Q As you sit here today, would you say
21 that he was in better psychological condition in
22 March of '09 than he was in January of '08?

23 A I can't say that. I don't know.

24 Q After we boringlessly reviewed the
25 records, based on the review of that record, are you

Exhibit “6”

-----X
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X

BARBARA OLSEN, DONALD OLSEN SR.,
DONALD OLSEN JR., and LONG ISLAND
HOUSING SERVICES, INC.,

Plaintiffs,

-against-

STARK HOMES, INC. D/B/A GLENWOOD
VILLAGE and BRIAN STARK,

Defendants.
-----X

Civil Action No..
09-4283 (LDW)(ETB)

**DECLARATION OF
RITA SIMONETTI
IN OPPOSITION TO
MOTION FOR
SUMMARY JUDGMENT**

RITA SIMONETTI, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct to the best of my ability.

1. In 2008 I was residing in Long Island, New York. I am currently residing in Raleigh, North Carolina. While residing in Long Island, I volunteered to assist Long Island Housing Services ("LIHS") by serving as a tester in some of its cases. As a tester I would be assigned to go real estate developments and inquire about the availability of housing units.

2. On March 25, 2008 I undertook a test of Glenwood Village at the request of Marian Reid, a representative of LIHS. My instructions were to go to Glenwood and represent that I was looking to purchase one of the modular units in the park. I was to represent that I would be living there with my sister. I was to give my age as 54 and my sister's age as 49. Glenwood is a development which is designated for persons 55 and older and my test was to ascertain what action Glenwood takes when presented with a potential applicant under 55 years of age.

3. At Glenwood I first met with a receptionist named Noreen. I told Noreen that I was interested in purchasing a two or three bedroom home for my sister and me. I asked Noreen if Glenwood was a 55 and over community. She answered that it was and I told her my sister was 49. I asked if that would be a problem and she said I should speak to the owner about it.

4. Noreen then introduced me to the owner, Brian Stark, who said he would show me available units. We left the office and as we approached the first unit I said to Mr. Stark that I was turning 55 in May and that my sister was only 49. I asked if this be a problem. Mr. Stark responded that our ages would not be a problem. He said that they just do not want kids or babies because it is an adult community. He also said that in some cases there might be younger people only because they have to take care of the elderly parents or family members.

5. Mr. Stark continued to show me five available units located throughout the park. During this tour of Glenwood Mr. Stark asked whether my sister and I still worked and I said we did. He discussed mortgages and loans on modular homes and he drove me all around the community. When we returned to the office he gave me a folder with information regarding Glenwood. I thanked him and told him I would discuss what I had seen with my sister.

Dated: March 10, 2011
Raleigh, North Carolina

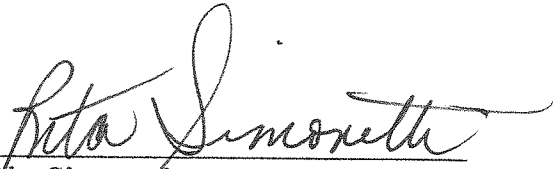
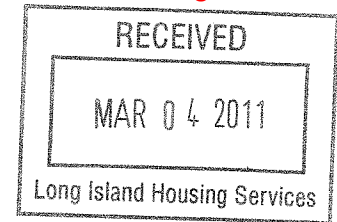
Signed: 
Rita Simone

Exhibit “7”



-----X
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X

BARBARA OLSEN, DONALD OLSEN SR.,
DONALD OLSEN JR., and LONG ISLAND
HOUSING SERVICES, INC.,

Plaintiffs,

-against-

STARK HOMES, INC. D/B/A GLENWOOD
VILLAGE and BRIAN STARK,

Defendants.
-----X

Civil Action No..
09-4283 (LDW)(ETB)

**DECLARATION OF
KAREN SHUKER
IN OPPOSITION TO
MOTION FOR
SUMMARY JUDGMENT**

KAREN SHUKER, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct to the best of my ability.

1. On March 28, 2008, I volunteered to assist Long Island Housing Services ("LIHS") by serving as a tester in its case involving Glenwood Village. As a tester I was assigned to go to Glenwood, advise whomever I met with that I was interested in buying a modular unit and that I was going to be 53 years old. I understood that Glenwood is a 55 and older development and I was to ascertain the reaction to my being a potential purchaser who was under 55 years of age.
2. On March 28, 2008 at about 3:00 pm I entered the Glenwood office at 1661 Old Country Road, Riverhead and met with a man who introduced himself as Brian Stark. I told Mr. Stark that I was looking to buy a 2 to 3 bedroom unit for myself. He told me he had new and resale units to show me and I said my price range was up to \$200,000.
3. Mr. Stark grabbed keys and we went into his car to look at the units. While still in the office I told him that I currently live with my mother and I needed to get out.

During our inspection of the different units, all of which took about 45 minutes, we discussed taxes, lawn maintenance, utilities, upgrading, pets and financing.

4. During the inspection I made sure to mention that I had my 53rd birthday coming up and that buying a home would be a nice birthday present for me. He responded, "I thought that was a push," which I took to mean that I did not look my age. He never said anything more about my age, even though I told him I was hoping to purchase and move in May 2008.

5. During our inspection he received a call that gave me the impression he had to pick up someone. We looked at one more unit and he told me I could inspect a model near the office on my own. We returned to the office where he gave me his business card and told me to call if I needed more information.

Dated: March 2 2011
Central Islip, New York

Signed: Karen Shuker
Karen Shuker

Exhibit “8”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

BARBARA OLSEN, DONALD OLSEN, SR.,
DONALD OLSEN, JR. and LONG ISLAND
HOUSING SERVICES, INC.,

Plaintiffs,

-against-

STARK HOMES, INC. d/b/a GLENWOOD
VILLAGE and BRIAN STARK,
Defendants.

-----X

June 23, 2010
4:07 p.m.

640 Johnson Avenue
Bohemia, New York

DEPOSITION of WENDY WARREN, A
Non-Party Witness herein, taken by the
Defendants, pursuant to Article 31 of the Civil
Practice Law and Rules of Testimony, and
Stipulation, held at the above-mentioned time
and place, before Donna L. Ritzmann, a Notary
Public of the State of New York.

**CERTIFIED
TRANSCRIPT**

1 W. Warren

2 A I was just told her name. And I can't
3 remember her name.

4 Q Was it Marian Reid?

5 A (No verbal response).

6 Q If you don't remember it's okay.

7 A I don't remember. No, it was Jeanine.
8 I'm sorry, it was someone named Jeanine.

9 Q Did Jeanine tell you anything other
10 than what you already said that there was an
11 assignment available and are you interested?

12 A No, that was the phone call.

13 Q What did you do in response to that
14 phone call?

15 A I received the scenario. I agreed to
16 do the assignment because it was right near my house.
17 It was, um, close by. I got the assignment, read it
18 over. And, ugh, learned what the scenario was and
19 went and did the assignment.

20 Q What was the assignment as you
21 understood it?

22 A The assignment was to go to this
23 location called Glenwood Landing in Riverhead. And I
24 was a single woman with a 40-year old daughter who was
25 mentally disabled. Um, it went on to tell me that I

W. Warren

had sold my house and I was ready to move in in
September. And I was looking to buy a unit in this
community.

Q Had you ever been to Glenwood before?

A No, I haven't.

Q Do you know anybody that lives there?

A No, I don't.

Q Are you single?

A Yes.

Q Do you have a daughter, 40-year old
daughter?

A I have a 45-year old daughter.

Q Okay. Does she live with you?

A No, she doesn't. Thank God.

Q Do you live alone?

A Yes.

Q Now, did I understand you correctly to
say that you got your assignment in written form?

A Yes.

Q How much time elapsed from the time you
got the telephone call from Jeanine until the time
that you got the assignment?

A Don't remember. Probably days.

Q Days?

1 W. Warren

2 A Within the week.

3 Q Okay. In addition to that written
4 assignment did you receive any other instruction with
5 respect to the assignment?

6 A No.

7 Q So did there come a time that you began
8 to perform that assignment?

9 A Yes.

10 Q Do you remember when it was?

11 A I believe it was July 30th of 2008.

12 Q Did you make any notes or independent
13 notes other than on Long Island Housing Services forms
14 or stationary concerning this assignment?

15 A No.

16 Q Did you keep a diary or record of your
17 activities on July 30th, 2008 other than what you have
18 reported to Long Island Housing --

19 A No.

20 Q (Continuing) Services?

21 So could you tell me what happened on
22 that day?

23 A I drove to, ugh, Glenwood Landing.
24 Parked my car. Walked into the, um, main office.
25 There was a woman sitting there, receptionist. Her

W. Warren

name was Noreen. I told her I would like to speak to someone about possibly buying a unit. She asked me, um, if I was interested in a new unit or a used unit? And I said it really -- either-or. But that I was ready to move by September. She told me that the new units would not be ready by September, but that I could still look at some of the units. She asked how many people were in my family? I told her it was myself and my grown daughter who had a mental disability. She then told me that I would have to speak to a gentleman named Brian because it was an over 55 community and my daughter was not over 55. Um, Brian was not on the premises. She said he'd be back, but if I wanted to, I could go and look at some of the units. So she wrote down on a piece of paper three different models that I could go to. Got back in my car, drove to each unit, looked at them. Came back to the office. Brian still wasn't there. I sat and I waited a few minutes. Gentleman named Brian showed up. And I, I believe that Noreen had already spoken to him and told him that I was there to buy a unit. And that I --

Q Okay. Go ahead. I'm sorry to interrupt you. What was the basis of your belief that

W. Warren

she had already spoken to him?

A Because he asked me about my daughter.

Q Is there any other, other than that do you have any other --

A No. No, but he already knew that I was single with a grown daughter.

Q And you know that because he asked you about your daughter?

A Yes.

Q Anything, any other reason that you would think that he already knew that other than that he asked you about your daughter?

A No, but how else would he know?

Q I'm just asking.

A No. He already knew that I was looking for a place to buy and that I had a grown daughter with a handicap.

Q Well, now you had one conversation with Noreen?

A Mm-hmm. Yes.

Q And that conversation that you just related was the first conversation you had with Noreen?

A I'm sorry, repeat that.

1 W. Warren

2 Q Yes. When earlier you said you went to
3 Glenwood's office and you spoke to Noreen and you told
4 her that you were looking for a unit and you had a
5 grown daughter who was 40 year's old and had a mental
6 disability --

7 A Yes.

8 Q (Continuing) Was that during the first
9 conversation that you had with Noreen?

10 A Yes.

11 Q Now, after that first conversation did
12 you have any other conversations with her?

13 A With Noreen, no.

14 Q So now you had waited for Brian to come
15 to the office?

16 A Yes.

17 Q And he arrived. And you had a
18 conversation with him?

19 A Correct.

20 Q Where did that conversation take place?

21 A Right there in the office.

22 Q In the outer office or the inner?

23 A The outer office.

24 Q In your best recollection what did you
25 say to him and what did he say to you?

1 W. Warren

2 A I told him that I went and looked at
3 the units. And that I was interested in most likely
4 purchasing one. He asked me, um, if he could meet
5 with my daughter. And he went on to tell me that they
6 had an incident of a mentally, um, handicapped man
7 that lives in the park who they found running around
8 naked. Um, again, he asked me to meet with my
9 daughter. He said I'd like to meet with your daughter
10 and speak with her.

11 Q What did you say in response to that,
12 if anything?

13 A I didn't. I just said well, thank you.
14 And I left.

15 Q Did you say anything in response to his
16 statement about the naked man running around?

17 A No. No.

18 Q How long did that meeting with Brian
19 take place, how much time elapsed?

20 A Maybe 10 minutes.

21 Q Did you sit down at all during the
22 course of it?

23 A Yes.

24 Q Where did you sit down?

25 A I believe I was at a desk with him.

W. Warren

her daughter? I mean this may have happened, but right now I don't remember that happening.

Q Do you remember anyone ever telling you that you could not live there with your daughter?

A They didn't say I couldn't or I could.

Q So when you spoke to Marian Reid did you have any reason to believe that you would not be able to live there with your fictitious daughter?

A No.

Q Other than that is there anything --

A Everything else seems, um, in order.

Q Okay. Is there omitted anything that you remember telling her during that telephone conversation?

A No.

Q Do you recall how much you got paid for doing this test?

A Not offhand.

Q Do you know how the payment structure works, is it by the hour?

A It's hourly and gas mileage.

Q Do you know how much it was per hour?

A Um, either 10 or 15 an hour.

Q Do you get paid by check or some other

Exhibit “9”

-----X
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X

BARBARA OLSEN, DONALD OLSEN SR.,
DONALD OLSEN JR., and LONG ISLAND
HOUSING SERVICES, INC.,

Plaintiffs,

-against-

STARK HOMES, INC. D/B/A GLENWOOD
VILLAGE and BRIAN STARK,

Defendants.
-----X

Civil Action No..
09-4283 (LDW)(ETB)

**DECLARATION OF
MARIAN D. REID
IN OPPOSITION TO
MOTION FOR
SUMMARY JUDGMENT**

MARIAN D. REID, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct to the best of my ability.

1. In 2008 I was employed by Long Island Housing Services, Inc. ("LIHS") as the Senior Fair Housing Investigator. I currently hold the title of Fair Housing Program Manager. Among other duties, I organize and facilitate testing.
2. In March of 2008, I sent a letter to the defendants on behalf of the Olsen family seeking reasonable accommodations that would allow Donald Olsen, Jr. to reside with his parents at Glenwood. This letter detailed that Donald Olsen, Jr. was disabled and that it was necessary because of his disability to live with his parents. Defendants never responded to this letter.
3. From March 25th, 2008 through July 30th 2008, I coordinated testing of Glenwood Village to determine whether defendants were engaging in unlawful discrimination on the basis of disability. In particular, I was testing to ascertain whether the defendants consistently adhered to a 55 and over policy. Testing consisted of three independent site

visits from three different testers.

4. The testers were instructed to present specific profiles to the defendants, but they were not informed of their role as a protected or comparison tester, or the basis of discrimination for which the test was being conducted. This ensures that the testers maintained a level of neutrality and impartiality while performing these tests.

5. The testers are asked to report on the factual events that occurred during their site visit to Glenwood. Testers did not and were not asked to offer a conclusion as to whether discrimination occurred. As the testing coordinator, I analyze the data gathered by the individual tests and make a determination as to whether the testing reveals that discrimination has occurred.

6. I reviewed the report from each test in conjunction with information provided by the Olsens. The results supported the conclusion that defendants discriminate on the basis of disability. The testing evidence revealed that defendant Stark was willing to rent to individuals who did not meet Glenwood's age requirement, that defendant Stark's primary concern with age was that no small children reside at Glenwood, and that Defendant Stark became hesitant of an applicant when he was informed that she had a mental disability. Stark requested to meet this applicant prior to considering her for residency, a condition that was not imposed on any other non-disabled applicant regardless of age. The testing supported the allegations made by the Olsen family that Donald Olsen, Jr. was denied due to his mental disability and not because of the defendant's purported age requirement.

7. Defendants assert that the testing results are invalid because the testers did not submit an application to Glenwood, leave a deposit, or provide personal information. It

was not necessary for an accurate analysis of defendants' practice to have the testers submit an application to Glenwood, nor was it necessary for them to leave behind personal information in order to ascertain whether Glenwood adhered strictly to its 55 and over policy. The information provided by each tester was sufficient to prove that defendants engaged in a practice of discriminating against the mentally disabled under the pretext of a strict adherence to their purported age policy.

Dated: March 22, 2011
Bohemia, New York

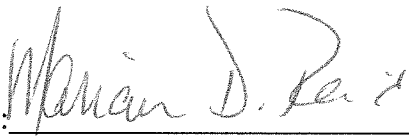
Signed: 
Marian D. Reid

Exhibit “10”

that causes him to be physically violent when he stops taking his prescribed medication. Suggesting that his client will not pose a direct threat to others if proper safeguards are taken, the attorney requests that the rental manager grant James X an exception to the "no threats" policy as a reasonable accommodation based on James X's disability. The Shady Oaks rental manager need only grant the reasonable accommodation if James X's attorney can provide satisfactory assurance that James X will receive appropriate counseling and periodic medication monitoring so that he will no longer pose a direct threat during his tenancy. After consulting with James X, the attorney responds that James X is unwilling to receive counseling or submit to any type of periodic monitoring to ensure that he takes his prescribed medication. The rental manager may go forward with the eviction proceeding, since James X continues to pose a direct threat to the health or safety of other residents.

6. What is a "reasonable accommodation" for purposes of the Act?

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

Example 1: A housing provider has a policy of providing unassigned parking spaces to residents. A resident with a mobility impairment, who is substantially limited in her ability to walk, requests an assigned accessible parking space close to the entrance to her unit as a reasonable accommodation. There are available parking spaces near the entrance to her unit that are accessible, but those spaces are available to all residents on a first come, first served basis. The provider must make an exception to its policy of not providing assigned parking spaces to accommodate this resident.

Example 2: A housing provider has a policy of requiring tenants to come to the rental office in person to pay their rent. A tenant has a mental disability that makes her afraid to leave her unit. Because of her disability, she requests that she be permitted to have a friend mail her rent payment to the rental office as a reasonable accommodation. The provider must make an exception to its payment policy to accommodate this tenant.

Example 3: A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing provider must make an exception to its "no pets" policy to accommodate this tenant.

7. Are there any instances when a provider can deny a request for a reasonable accommodation without violating the Act?

Yes. A housing provider can deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. In addition, a request for a reasonable accommodation may be denied if providing the accommodation is not reasonable - *i.e.*, if it would impose an undue financial and administrative burden on the housing provider or it would fundamentally alter the nature of the provider's operations. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs.

When a housing provider refuses a requested accommodation because it is not reasonable, the provider should discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden. If an alternative accommodation would effectively meet the requester's disability-related needs and is reasonable, the provider must grant it. An interactive process in which the housing provider and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations is helpful to all concerned because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the provider.

Example: As a result of a disability, a tenant is physically unable to open the dumpster placed in the parking lot by his housing provider for trash collection. The tenant requests that the housing provider send a maintenance staff person to his apartment on a daily basis to collect his trash and take it to the dumpster. Because the housing development is a small operation with limited financial resources and the maintenance staff are on site only twice per week, it may be an undue financial and administrative burden for the housing provider to grant the requested daily trash pick-up service. Accordingly, the requested accommodation may not be reasonable. If the housing provider denies the requested accommodation as unreasonable, the housing provider should discuss with the tenant whether reasonable accommodations could be provided to meet the tenant's disability-related needs - for instance, placing an open trash collection can in a location that is readily accessible to the tenant so the tenant can dispose of his own trash and the provider's maintenance staff can then transfer the trash to the dumpster when they are on site. Such an accommodation would not involve a fundamental alteration of the provider's operations and would involve little financial and administrative burden for the provider while accommodating the tenant's disability-related needs.

There may be instances where a provider believes that, while the accommodation requested by an individual is reasonable, there is an alternative accommodation that would be equally effective in meeting the individual's disability-related needs. In such a circumstance, the provider should discuss with the individual if she is willing to accept the alternative accommodation. However, providers should be aware that persons with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability, and an individual is not obligated to accept an alternative accommodation suggested by the provider if she believes it will not meet her needs and her preferred accommodation is reasonable.

8. What is a "fundamental alteration"?